

1-057A002

\$45.00

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

CANNON Y. HARVEY
VICE PRESIDENT AND GENERAL COUNSEL

JOHN J. CORRIGAN
GENERAL COUNSEL-LITIGATION

LOUIS P. WARCHOT
ASSISTANT GENERAL COUNSEL

JOHN MACDONALD SMITH
SENIOR GENERAL ATTORNEY

FACSIMILE
GENERAL (415) 495-5436
LITIGATION (415) 541-1734

WRITER'S DIRECT DIAL NUMBER
(415) 541-1757

RECORDATION NO. 7876-3m
FEB 26 1991

FEB 26 1991 -9 55 AM

INTERSTATE COMMERCE COMMISSION

ROBERT S. BOGASON
DAVID W. LONG
CAROL A. HARRIS
LELAND E. BUTLER
GARY A. LAAKSO
STEPHEN A. ROBERTS
JAMES M. EASTMAN
KEVIN D. JONES
WAYNE M. BOLIO
GENERAL ATTORNEYS

ROBERT E. PATTERSON
CECELIA C. FUBICH
ATTORNEYS

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Conditional Sale Agreement and Agreement and
Assignment dated as of March 1, 1975, among
Southern Pacific Transportation Company,
Metropolitan Life Insurance Company, as Assignee,
and General Motors Corporation, PACCAR, Inc. and
Thrall Car Manufacturing Company, as Builders

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, one set of documents, for each of the above-referenced Builders, consisting of an original and four fully executed counterparts of a Declaration of Full Payment, each dated February 13, 1991, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company terminating the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of March 1, 1975, together with a voucher in payment of the recording fees.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of March 1, 1975, among Southern Pacific Transportation Company, General Motors Corporation, PACCAR, Inc., Thrall Car Manufacturing Company and Metropolitan Life Insurance Company, recorded on March 28, 1975, at 3:15 PM, assigned Recordation No. 7876;

Amendment Agreement dated as of October 1, 1975, between Southern Pacific Transportation Company and

RECEIVED
16 MAR 25 1991
92

Ms. Noreta R. McGee
Page Two
February 22, 1991

PACCAR, Inc., recorded on October 2, 1975, at 10:50 AM, assigned Recordation No. 7876-A;

Second Amendment Agreement dated February 1, 1976, between Southern Pacific Transportation Company and PACCAR, Inc., recorded on February 19, 1976, at 11:25 AM, assigned Recordation No. 7876-B;

Third Amendment Agreement dated May 1, 1976, between Southern Pacific Transportation Company and PACCAR, Inc., recorded on June 14, 1976, at 2:35 PM, assigned Recordation No. 7876-C;

First Supplemental Agreement dated as of August 10, 1981, between Southern Pacific Transportation Company and PACCAR, Inc., recorded on August 27, 1981, at 1:40 PM, assigned Recordation No. 7876-D;

First Supplemental Agreement dated as of November 15, 1985, between Southern Pacific Transportation Company and General Motors Corporation, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-E;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-F;

First Supplemental Agreement dated as of November 15, 1985, between Southern Pacific Transportation Company and Thrall Car Manufacturing Company, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-G;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-H;

Second Supplemental Agreement dated as of November 15, 1985, between Southern Pacific Transportation Company and PACCAR, Inc., recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-I;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-J;

Third Supplemental Agreement dated as of May 15, 1987, between Southern Pacific Transportation Company and

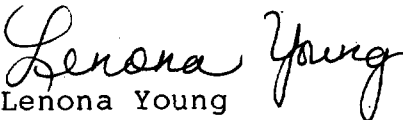
Ms. Noreta R. McGee
Page Three
February 22, 1991

PACCAR, Inc., recorded on June 18, 1987, at 12:45 PM,
assigned Recordation No. 7876-K; and

Assignment and Transfer of Certain Road Equipment dated
as of May 15, 1987, recorded on June 18, 1987, at 12:45
PM, assigned Recordation No. 7876-L.

When the recording of the Declarations of Full Payment has
been completed, will you kindly endorse, with the pertinent
recording information, all executed counterparts thereof, and
return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. L. C. Yarberry
(Attn.: Mr. C. D. Tyler)

Interstate Commerce Commission
Washington, D.C. 20423

3/5/91

OFFICE OF THE SECRETARY

Lenona Young
Legal Assistant
Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

Dear Ms. Young

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/26/91 at 9:55am , and assigned recordation number(s). 7876-M, 7876-N, 7876-O, 7855-U, 7855-V, 7855-W, 7855-X

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

7876 *in*
RECORDED INDEXED FEB 1975

FEB 26 1991 -9 55 AM

INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENT

Between

GENERAL MOTORS CORPORATION

(Electro-Motive Division)

And

SOUTHERN PACIFIC TRANSPORTATION COMPANY

Dated as of

March 1, 1975

DECLARATION OF FULL PAYMENT

Conditional Sale Agreement Between
General Motors Corporation
(Electro-Motive Division)
and Southern Pacific Transportation Company
dated as of March 1, 1975

DECLARATION OF FULL PAYMENT

METROPOLITAN LIFE INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby certify that certain Conditional Sale Agreement dated as of March 1, 1975, by and between General Motors Corporation (Electro-Motive Division) and Southern Pacific Transportation Company, covering the construction, sale and delivery to said Southern Pacific Transportation Company of the 58 locomotives therein described, as supplemented by First Supplemental Agreement dated as of November 15, 1985, substituting 2 locomotives for a certain destroyed locomotive; said Conditional Sale Agreement being by General Motors Corporation (Electro-Motive Division) assigned to Metropolitan Life Insurance Company by Agreement and Assignment dated as of March 1, 1975, has been fully satisfied, paid and discharged.

Metropolitan Life Insurance Company does hereby acknowledge and declare that the purchase money for the equipment covered by said Conditional Sale Agreement and said First Supplemental Agreement has been paid in full; that all of the terms and conditions of said Conditional Sale Agreement have been performed;

that Southern Pacific Transportation Company has made all payments and met all charges required by the said Conditional Sale Agreement; that all of the indebtedness under said Conditional Sale Agreement, and the interest thereon, has been satisfied; and that the said Conditional Sale Agreement has terminated.

Metropolitan Life Insurance Company does hereby consent that the record of its title to all the equipment covered by said Conditional Sale Agreement be canceled and discharged and that this Declaration may be filed or recorded or noted on the margin of the record of said Conditional Sale Agreement wherever the same may have been filed or recorded.

IN WITNESS WHEREOF, Metropolitan Life Insurance Company has caused this instrument to be executed in several counterparts by its proper officers thereunto duly authorized and its corporate seal to be hereto affixed this 13th day of February, ~~January~~, 1991.

METROPOLITAN LIFE INSURANCE COMPANY

By 
VICE-PRESIDENT AND INVESTMENT COUNSEL

Attest:


Assistant Secretary

L:\Teresa\LYR\gm.mar

STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this 13Th day of ^{February}~~January~~, 1991, before me personally appeared John C. Kelsh, to me personally known, who being by me duly sworn, says that he is a VICE-PRESIDENT AND INVESTMENT COUNSEL of Metropolitan Life Insurance Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Audrey Fishbein
Notary Public

AUDREY. FISHBEIN
Notary Public, State of New York
No. 24-4956221
Qualified in Kings County
Certificate Filed in New York County
Commission Expires September 11, 1991